

ZUCKERBERG EXHIBIT C

Thefacebook Terms of Use

[Terms of Use]

These Terms of Use are effective as of June 28, 2005.

Introduction

Welcome to Thefacebook, an online directory that connects people through networks of academic and geographic centers. Thefacebook service is operated by Thefacebook network ("Thefacebook"). By using Thefacebook web site (the "Web site") you signify that you have read, understand and agree to be bound by these Terms of Use (this "Agreement"). We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the Terms of Use's effective date. Your continued use of the Web site after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, please do not use or access Web site. It is your responsibility to regularly review these Terms of Use.

Eligibility

You must be eighteen years of age or older to register as a member of Thefacebook or use the Web site. Membership in the Service is void where prohibited. By using the Web site, you represent and warrant that you have the right, authority, and capacity to agree to and to abide by all of the terms and conditions of this Agreement. Thefacebook may terminate your membership for any reason, at any time.

Member Conduct

You understand that the Web site is available for your personal, non-commercial use only. You agree that no materials of any kind submitted through your account will violate or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of members from the Web site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use automated scripts to collect information from the Web site or for any other purpose. You further agree that you may not use Web site in any unlawful manner or in any other manner that could damage, disable, overburden or impair Web site. In addition, you agree not to use the Web site to:

- upload, post, email, transmit or otherwise make available any content that we deem to be harmful, threatening, abusive, harassing, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself or your affiliation with any person or entity;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intimidate or harass another;

- use or attempt to use another's account, service or system without authorization from Web site, or create a false identity on this website.

Proprietary Rights in Content on Thefacebook

All content on Web site, including but not limited to design, text, graphics, other files, and their selection and arrangement (the "Content"), are the proprietary property of Thefacebook or its licensors. All rights reserved. The Content may not be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Web site's prior written permission. You may download or print a copy of any portion of the Content solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. You may not republish Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation. Any other use of the Content is strictly prohibited.

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Member Content Posted on the Site

You are solely responsible for the content, photos or profiles Content that you publish or display (hereinafter, "post") on the Service, or transmit to other Members (collectively the "Member Content"). You understand and agree that Thefacebook may review and delete or remove any Member Content that in the sole judgment of Thefacebook violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Members.

By posting Member Content to any part of the Web site, you automatically grant, and you represent and warrant that you have the right to grant, to Thefacebook an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, perform, display, reformat, translate, excerpt (in whole or in part) and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

Copyright Policy

Thefacebook respects the intellectual property rights of others. If you believe your work has been copied in a way that constitutes copyright infringement or are aware of any infringing material on the Web site, please contact us at info@thefacebook.com and provide us with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Web site; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Links to other websites

The Web site contains links to other web sites. Thefacebook is not responsible for the content, accuracy or opinions express in such web sites, and such web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked web site on Thefacebook Web site does not imply approval or endorsement of the

linked web site by Thefacebook. If you decide to leave Thefacebook Web site and access these third-party sites, you do so at your own risk.

Member Disputes

You are solely responsible for your interactions with other Thefacebook Members. Thefacebook reserves the right, but has no obligation, to monitor disputes between you and other Members.

Privacy

Thefacebook cares about the privacy of its members. Click [here](#) to view the Web site's Privacy Policy.

Disclaimers

Thefacebook is not responsible for any incorrect or inaccurate Content posted on the Web site or in connection with the Service, whether caused by users of the Web site, Members or by any of the equipment or programming associated with or utilized in the Service. Thefacebook is not responsible for the conduct, whether online or offline, of any user of the Web site or Member of the Service. The Service may be temporarily unavailable from time to time for maintenance or other reasons. Thefacebook assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or Member communications. Thefacebook is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any web site or combination thereof, including injury or damage to users and/or Members or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will Thefacebook be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Web site or the Service, any Content posted on the Web site or transmitted to Members, or any interactions between users of the Web site, whether online or offline. THE WEB SITE, THE SERVICE AND THE CONTENT ARE PROVIDED "AS-IS" AND THEFACEBOOK DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THEFACEBOOK CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE WEB SITE AND/OR THE SERVICE.

Limitation on Liability

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT WILL THEFACEBOOK BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ALSO LOST PROFITS ARISING FROM YOUR USE OF THE WEB SITE OR THE SERVICE, EVEN IF THEFACEBOOK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THEFACEBOOK'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THEFACEBOOK FOR THE SERVICE DURING THE TERM OF MEMBERSHIP.

Governing Law and Venue

If there is any dispute about or involving the Web site and/or the Service, you agree that

the dispute will be governed by the laws of the State of California without regard to its conflict of law provisions. You also agree to the exclusive jurisdiction and venue of the courts of the state and federal courts of Santa Clara County, California and waive all defenses of lack of personal jurisdiction and forum non conveniens. Any cause of action by you with respect to the Web site and/or the Service must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

Indemnity

You agree to indemnify and hold Thefacebook, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement or your violation of any law or the rights of a third party.

Other

These Terms of Use constitute the entire agreement between you and Thefacebook regarding the use of the Web site and/or the Service, superseding any prior agreements between you and Thefacebook relating to your use of the Web site or the Service. The failure of Thefacebook to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

Questions

Please contact us with any questions regarding this agreement.

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